SERFF Tracking Number: XLAM-125830353 State: Arkansas
Filing Company: XL Specialty Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: 08SD-DO-DO02-MU-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Directors and Officers Professional Liability Endorsements

Project Name/Number: Directors and Officers Professional Liability Filing /08SD-DO-DO02-MU-AR

Filing at a Glance

Company: XL Specialty Insurance Company

Product Name: Directors and Officers SERFF Tr Num: XLAM-125830353 State: Arkansas

AR

Professional Liability Endorsements

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50

Made/Occurrence

Sub-TOI: 17.0006 Directors & Officers Liability Co Tr Num: 08SD-DO-DO02-MU- State Status: Fees verified and

received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith

Roberts

Author: Arshay Brown
Disposition Date: 10/23/2008
Date: Cultural de 00/05/0000

Date Submitted: 09/25/2008 Disposition Status: Approved

Effective Date Requested (New): 10/15/2008 Effective Date (New):

Effective Date Requested (Renewal): 10/15/2008 Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Directors and Officers Professional Liability Filing Status of Filing in Domicile: Pending

Project Number: 08SD-DO-DO02-MU-AR Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 10/23/2008

State Status Changed: 10/06/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

XL Specialty Insurance Company submits for your review and approval new endorsements for use with our Classic A Side Management Liability Program. These endorsements were developed in order to enhance the Classic A Side product. A forms description is attached for your reference.

The endorsements will be used with our program that submitted under file number 06SD-EL-DO02-MU-AR and

SERFF Tracking Number: XLAM-125830353 State: Arkansas
Filing Company: XL Specialty Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: 08SD-DO-DO02-MU-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Directors and Officers Professional Liability Endorsements

Project Name/Number: Directors and Officers Professional Liability Filing /08SD-DO-DO02-MU-AR

approved effective April 18, 2007.

We propose an effective date of October 15, 2008.

Company and Contact

Filing Contact Information

Arshay Brown, State Filings Analyst Arshay.Brown@xlgroup.com
1201 North Market Street (302) 661-7048 [Phone]
Wilmington, DE 19801 (302) 778-4190[FAX]

Filing Company Information

XL Specialty Insurance Company CoCode: 37885 State of Domicile: Delaware

1201 N. Market Street Group Code: 1285 Company Type:

Suite 501

Wilmington, DE 19801 Group Name: State ID Number:

(800) 394-3909 ext. [Phone] FEIN Number: 85-0277191

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

XL Specialty Insurance Company \$50.00 09/25/2008 22713751

Company Tracking Number: 08SD-DO-DO02-MU-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Directors and Officers Professional Liability Endorsements

Project Name/Number: Directors and Officers Professional Liability Filing /08SD-DO-DO02-MU-AR

Correspondence Summary

Dispositions

Status Created By Created On Date Submitted

Approved Edith Roberts 10/23/2008 10/23/2008

Objection Letters and Response Letters

Objection Letters Response Letters

Status Created By Created On Date Submitted Responded By Created On Date Submitted

Pending Edith Roberts 10/06/2008 10/06/2008

Industry Response

Company Tracking Number: 08SD-DO-DO02-MU-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Directors and Officers Professional Liability Endorsements

Project Name/Number: Directors and Officers Professional Liability Filing /08SD-DO-DO02-MU-AR

Disposition

Disposition Date: 10/23/2008

Effective Date (New): Effective Date (Renewal):

Status: Approved

Comment: Please disregard my previous letter of objection concerning the use of Form XL 80 60 09 08. Our concerns

were addressed in another filing, and are no longer an issue. Thank you!

Rate data does NOT apply to filing.

Company Tracking Number: 08SD-DO-DO02-MU-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Directors and Officers Professional Liability Endorsements

Project Name/Number: Directors and Officers Professional Liability Filing /08SD-DO-DO02-MU-AR

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property	&Approved	Yes
	Casualty		
Supporting Document	Forms List	Approved	Yes
Form	Amend Conditino (K) Endorsement	Approved	Yes
Form	Cornerstone Enhancement Endorsement	Approved	Yes
Form	Additional Company Endorsement	Approved	Yes
Form	Amend Definition of Subsidiary	Approved	Yes
	Endorsement		
Form	Insurance Company Errors and	Approved	Yes
	Omissions Endorsement		
Form	Rating Endorsement	Approved	Yes

Company Tracking Number: 08SD-DO-DO02-MU-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Directors and Officers Professional Liability Endorsements

Project Name/Number: Directors and Officers Professional Liability Filing /08SD-DO-DO02-MU-AR

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 10/06/2008 Submitted Date 10/06/2008

Respond By Date Dear Arshay Brown,

This will acknowledge receipt of the captioned filing.

Form XL 80 60 09 08, Rating Endorsement, must be withdrawn. This endorsment violates the cancellation code AR Code Anno. 23-66-206 (9) (a).

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Company Tracking Number: 08SD-DO-DO02-MU-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Directors and Officers Professional Liability Endorsements

Project Name/Number: Directors and Officers Professional Liability Filing /08SD-DO-DO02-MU-AR

Form Schedule

Review	Form Name	Form #	Edition	Form Type Action	Action Specific	Readability	Attachment
Status			Date		Data		
Approved	Amend Conditino (K) Endorsement		07 08	Endorseme New nt/Amendm ent/Conditi ons		0.00	CS8068 0708.pdf
Approved	Cornerstone Enhancement Endorsement	CS 80 69	07 08	Endorseme New nt/Amendm ent/Conditi ons		0.00	CS8069 0708.pdf
Approved	Additional Company Endorsement	CS 80 70	07 08	Endorseme New nt/Amendm ent/Conditi ons		0.00	CS8070 0708.pdf
Approved	Amend Definition of Subsidiary Endorsement	CS 80 71	07 08	Endorseme New nt/Amendm ent/Conditi ons		0.00	CS80710 708.pdf
Approved	Insurance Company Errors and Omissions Endorsement	XL 83 84	07 08	Endorseme New nt/Amendm ent/Conditi ons		0.00	XL8384 0708.pdf
Approved	Rating Endorsement	XL 80 60	09 08	Endorseme New nt/Amendm ent/Conditi ons		0.00	XL 80 60 09 08.pdf

Effective: 12:01 A.M. Standard Time Insurer:

AMEND CONDITION (K) ENDORSEMENT

In consideration of the premium charged, Section IV Condition (K) of the Policy is amended to read in its entirety as follows:

"(K) Representation Clause

The Application for coverage shall be construed as a separate Application for coverage for each Insured Person. Each Insured Person represents that, to the best of his or her knowledge, the statements and particulars contained in the Application are true, accurate and complete, and each Insured Person agrees that this Policy is issued in reliance on the truth of that representation and that such particulars and statements, which are deemed to be incorporated into and constitute a part of this Policy, are the basis of this Policy. In the event that any statements and particulars contained in the Application are untrue, inaccurate or incomplete and were made with an actual intent to deceive or materially affect the risk or hazard assumed by the Insurer, this Policy will be void with respect to any Insured Person who had actual knowledge as of the Inception Date of facts or information that were not accurately or completely disclosed as required in the Application. No knowledge or information possessed by any Insured Person will be imputed to any other Insured Person for the purposes of determining the availability of coverage with respect to Claims made against such other Insured Person."

All other terms, conditions and limitations of this Policy shall remain unchanged.

CS 80 68 07 08

Effective: 12:01 A.M. Standard Time Insurer:

CORNERSTONE ENHANCEMENT ENDORSEMENT

In consideration of the premium charged:

- (1) Section II Definition (B)(3) of the Policy is amended to read in its entirety as follows:
 - "(3) the court appointment of any person or entity with authority comparable to that of the Insured Persons, as defined in DEFINITION (I)(1), to liquidate the Parent Company."
- (2) The term "Claim," as defined in Section II Definitions of the Policy, will include, in the case of an investigation of the Company by the Securities and Exchange Commission or similar state or foreign government authority, a civil, criminal, administrative or regulatory investigation of the Company, after service of a subpoena or similar document upon an Insured Person.
- (3) The term "Employment Practices Wrongful Act," will include any actual or alleged:
 - (a) discrimination by an Insured Person in his, her or its capacity as such against any person, other than an Insured Person, with whom an Insured Person interacts ("Third Party") based on such Third Party's race, color, religion, age, sex, national origin, disability, pregnancy, sexual orientation or preference, or other status that is protected pursuant to any applicable federal, state or local statute or ordinance;
 - (b) sexual or other harassment by an Insured Person in his, her or its capacity as such against a Third Party; and
 - (c) violation of the civil rights by an Insured Person in his, her or its capacity as such against a Third Party.
- (4) The "Note" to Section II Definition (K) of the Policy is amended to read in its entirety as follows:
 - "Note: With respect to coverage for punitive, exemplary or multiplied damages or fines, penalties or taxes, as well as the application of exception (1) above, the law of the applicable jurisdiction most favorable to the insurability of such amounts shall control. For purposes of the foregoing, 'applicable jurisdiction' shall include, but not be limited to, the following jurisdictions: (a) where the Claim for such amounts is brought, (b) where the Wrongful Acts giving rise to the Claim for such amounts took place, (c) where the Insured Persons subject to liability for such amounts reside or where the Company is incorporated or has its principal place of business, and (d) where the Insurer is incorporated or has its principal place of business."
- (5) Section II Definition (L) of the Policy is amended to read in its entirety as follows:
 - "(L) "Outside Capacity Wrongful Act" means any actual or alleged act, error, or omission, misstatement, misleading statement, neglect, or breach of duty by any Insured Person, as defined in DEFINITION (I)(1), while acting in his or her capacity as a director, officer, trustee, regent, or governor of any Outside Entity, or any matter asserted against such Insured Person solely by reason of his or her status as acting in such capacity, if serving in such capacity at the specific request of the Company."
- (6) Section III Exclusion (A)(2)(a) of the Policy is amended to read in its entirety as follows:
 - "(a) intentionally dishonest, fraudulent, or criminal act or omission or any willful violation of any statute, rule, or law by any Insured Person; or"
- (7) Section III Exclusion (B)(1) of the Policy is amended to read in its entirety as follows:
 - (1) for any actual or alleged bodily injury, sickness, mental anguish, emotional distress, disease or death of any person, or damage or destruction of any tangible property including Loss of use thereof; provided, that this EXCLUSION (B)(1) shall not apply to any Claim:

CS 80 69 07 08 © 2008, XL America, Inc. Page 1 of 2

- (a) brought by a security holder of the Company or, with respect to any Claim for an Outside Capacity Wrongful Act, an Outside Entity for any actual or alleged violation of the Securities Act of 1933, the Securities Act of 1934, or any state securities statute; or
- (b) in the form of a derivative action, but only if such Claim is brought by or on behalf of, or in the name or right of:
 - (i) the Company or,
 - (ii) with respect to any Claim for an Outside Capacity Wrongful Act, an Outside Entity,

and is brought and maintained independently of, and without the solicitation, assistance, participation or intervention of the Company, any Insured Person (other than an Insured Person who is acting pursuant to any 'whistle blower' law of any jurisdiction in the world), or any Outside Entity; or"

- (8) Section IV Conditions (C)(2) of the Policy is amended to read in its entirety as follows: DOESN"T WORK
 - "(2) With respect to the acquisition, assumption, merger, consolidation or other of any entity, asset, Subsidiary or liability as described in Condition (C)(1) above, there will be no coverage available under this Policy for any Claim made against any Insured Person for a Wrongful Act in connection with the acquired, assumed, merged, or consolidated entity, asset, Subsidiary or liability committed at any time during which such entity, asset, liability, or Subsidiary is not included in within the definition of 'Company' under this Policy."
- (9) Section IV Conditions (C)(3) of the Policy is amended to read in its entirety as follows:
 - "(3) If, prior to or during the Policy Period, any entity ceases to be a Subsidiary, the coverage provided under this Policy shall continue to apply to the Insured Persons who because of their service with such Subsidiary were covered under this Policy but only with respect to a Claim for a Wrongful Act that occurred or allegedly occurred prior to the time such Subsidiary ceased to be a Subsidiary of the Company."
- (10) Section IV Condition (D)(1) of the Policy is amended to read in its entirety as follows:
 - "(1) As a condition precedent to any right to payment under this policy with respect to any Claim, the Insured Persons or the Company shall give written notice to the Insurer of any Claim as soon as practicable after the general counsel or director of risk management of the Parent Company is first made aware of the Claim."
- (11) The final paragraph of Section IV Condition (D) of the Policy is amended to read in its entirety as follows:
 - "All notices under CONDITIONS (D) (1) and (2) must be sent by certified mail, overnight delivery, facsimile transmission, or the equivalent to the address set forth in ITEM 5 of the Declarations; Attention: Claim Department, or in the case of a facsimile, to (860) 548-9572, Attention: Claim Department."
- (12) Section IV Condition (K) of the Policy is amended to read in its entirety as follows:
 - "(K) Representation Clause

Each Insured Person represents that the statements and particulars contained in the Application are true, accurate and complete, and agree that this Policy is issued in reliance on the truth of that representation, and that such particulars and statements, which are deemed to be incorporated into and constitute a part of this Policy, are the basis of this Policy. No knowledge or information possessed by any Insured Person will be imputed to any other Insured Person for the purposes of determining the availability of coverage with respect to Claims made against any other Insured Person."

All other terms, conditions and limitations of this Policy shall remain unchanged.

CS 80 70 07 08

Endorsement No.: Named Insured: Policy No.: Effective: 12:01 A.M. Standard Time Insurer:

ADDITIONAL COMPANY ENDORSEMENT

In consideration of the premium charged:

- (1) The term "Company," as defined in Section II Definitions (D) of the Policy, is amended to include <corp name> but solely with respect to Wrongful Acts committed or allegedly committed by such entity's Insured Persons prior to <date>.
- (2) No coverage will be available under this Policy for any Claim based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any Wrongful Act committed or allegedly committed by the Insured Persons of <corp name> on or after <date>.

All other terms, conditions and limitations of this Policy shall remain unchanged.

CS 80 70 07 08

Effective: 12:01 A.M. Standard Time Insurer:

AMEND DEFINITION OF SUBSIDIARY ENDORSEMENT

In consideration of the premium charged, the term "Subsidiary," as defined in Section II Definitions (P) of the Policy, is amended to read in its entirety as follows:

- "(P) 'Subsidiary' means any entity during any time in which the Parent Company holds directly or indirectly:
 - (a) more than fifty percent (50%) of the voting rights or issued share capital of such company;
 - (b) between <numword> percent (<num>%) and fifty percent (50%) of the voting rights or issued share capital, together with control of the management of such company;
 - (c) controls alone, pursuant to a written shareholders agreement, more than fifty percent (50%) of the voting rights or issued share capital of such company; or
 - (d) the right to appoint or remove a majority of the board of directors of such company."

All other terms, conditions and limitations of this Policy shall remain unchanged.

Effective: 12:01 A.M. Standard Time Insurer:

INSURANCE COMPANY ERRORS AND OMISSIONS ENDORSEMENT

In consideration of the premium charged:

- (1) Whenever used in this endorsement, the term "Insurance Contract" means any policy or agreement of insurance, reinsurance or indemnity, including but not limited to bonds, annuities, endowments, pension contracts and risk management self-insurance programs, pools or similar programs.
- (2) No coverage will be available under this Policy for Loss, including Defense Expenses, resulting from any Claim for:
 - (a) any actual or alleged refusal to offer, issue or renew, or the cancellation of, any Insurance Contract;
 - (b) any actual or alleged failure or refusal to pay or in the delay in the payment of, benefits due or alleged to have been due under any Insurance Contract;
 - (c) any actual or alleged lack of good faith or unfair dealing in the handling of any claim or obligation under any Insurance Contract, or in the brokering or underwriting of insurance policies or risks; or
 - (d) any actual or alleged conduct of the Company or of any Insured Person as an insurance agent or broker in the negotiation, placement or maintenance of any Insurance Contract.
- (3) Paragraph (2) above is not intended, nor shall it be construed, to apply to Loss, including Defense Costs, in connection with any Claim against an Insured to the extent that such Claim is:
 - (a) for a Wrongful Act by such Insured in connection with the management or supervision of any division, Subsidiary or group of the Parent Company offering any of the aforementioned services; or
 - (b) (i) a Securities Claim brought by a securities holder of the Company, or
 - (ii) a derivative action brought by or on behalf of, or in the name or right of, the Company,

and brought and maintained independently of, and without the solicitation, participation or intervention of, an Insured.

(4) This Endorsement will not apply solely with respect to a Claim to which Insuring Agreement (A) applies.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Effective: 12:01 A.M. Standard Time Insurer:

RATING ENDORSEMENT

In consideration of the premium charged, it is hereby agreed that notwithstanding anything in this policy that is contrary, this policy may be canceled by the Parent Company, if the Insurer's security rating is downgraded below an A.M. Best's rating of <FILL IN> and/or a Standard & Poor's rating of <FILLIN>.

Cancellation shall be effected by giving the Insurer written notice of the effective date of cancellation.

Any unearned premium by the Insurer will be computed pro rata and such return or tender of unearned premium will not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

All other terms, conditions and limitations of this Policy shall remain unchanged.

XL 80 60 09 08 Page 1 of 1

Company Tracking Number: 08SD-DO-DO02-MU-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Directors and Officers Professional Liability Endorsements

Project Name/Number: Directors and Officers Professional Liability Filing /08SD-DO-DO02-MU-AR

Rate Information

Rate data does NOT apply to filing.

Company Tracking Number: 08SD-DO-DO02-MU-AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Directors and Officers Professional Liability Endorsements

Project Name/Number: Directors and Officers Professional Liability Filing /08SD-DO-DO02-MU-AR

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 10/23/2008

Property & Casualty

Comments:

Attachment:

NAIC Transmittal.pdf

Review Status:

Satisfied -Name: Forms List Approved 10/23/2008

Comments: Attachment:

Copy of Cornerstone 09 24 08.pdf

Property & Casualty Transmittal Document

1.	1 . Reserved for Insurance Dept. Use Only			2. Insurance Department Use only						
				a. Date the filing is received:						
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ა.	Group Name XL America, Inc.								1285	NAIC #
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4.	Company Name(s)				Domicil	е	NAIC #		IN#	State #
	XL Specialty Insurance Compa	any			Delawar	е	37885	85-		
								02	77191	
5.	Company Tracking Number			08SD-E	O-DO02	2-MU	U-AR			
	Company Tracking Number	rate Office	r(s)							
	ntact Info of Filer(s) or Corpor Name and address	Title		[include	toll-free	nur	mber] FAX #			mail
Con	ntact Info of Filer(s) or Corpor Name and address Arshay Brown	Title State Fiil		[include	toll-free	nur	mber]		rshay.B	rown@xlg
Con	ntact Info of Filer(s) or Corpor Name and address Arshay Brown 1201 N. Market Street	Title		[include	toll-free	nur	mber] FAX #			rown@xlg
Con	ntact Info of Filer(s) or Corpor Name and address Arshay Brown	Title State Fiil		[include	toll-free	nur	mber] FAX #		rshay.B	rown@xlg
Con	ntact Info of Filer(s) or Corpor Name and address Arshay Brown 1201 N. Market Street	Title State Fiil		[include	toll-free	nur	mber] FAX #		rshay.B	rown@xlg
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Cor 6.	ntact Info of Filer(s) or Corpor Name and address Arshay Brown 1201 N. Market Street Wilmington, DE 19801	Title State Fiil		[include	toll-free	nur	mber] FAX #		rshay.B	rown@xlg
6. 7.	Name and address Arshay Brown 1201 N. Market Street Wilmington, DE 19801 Signature of authorized filer	Title State Fiil Analyst	ngs	[include Teleph 302-661	toll-free one #s -7048	nur	mber] FAX #		rshay.B	rown@xlg
7. 8.	Name and address Arshay Brown 1201 N. Market Street Wilmington, DE 19801 Signature of authorized filer Please print name of authorize	Title State Fiil Analyst	Ings	[include Teleph 302-661	toll-free ione #s -7048	302	mber] FAX # 2-778-4190		rshay.B	rown@xlg
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17. Reference Organization # & Title	N/A
18. Company's Date of Filing	September 25, 2008
19. Status of filing in domicile	□ Not Filed □ Pending □ Authorized □ Disapproved

19. Status of filling in domictie Not Filed Pending Authorized Disapproved
Property & Casualty Transmittal Document—
20. This filing transmittal is part of Company Tracking # 08SD-DO-DO02-MU-AR
21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
XL Specialty Insurance Company submits for your review and approval new endorsements for use with our Classic A Side Management Liability Program. These endorsements were developed in order to enhance the Classic A Side product. A forms description is attached for your reference.
The endorsements will be used with our program that submitted under file number 06SD-EL-DO02-MU-AR and approved effective April 18, 2007.
We propose an effective date of October 15, 2008.
22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #: NA Amount: NA

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM NUMBER	EDITION	Multi-state or state specific	Form Type	TITLE	USAGE	DESCRIPTION
CS 80 68	07/08	Multi	Cornerstone CS 7100 09/06	Amend Condition K Endorsement	Optional	Adds actual intent wording
CS 80 69	07/08	Multi	Cornerstone CS 7100 09/06	Cornerstone Enhancement Endorsement	Optional	
CS 80 70	07/08	Multi	Cornerstone CS 7100 09/06	Additional Company Endorsement	Optional	Endorsement may be used to broaden the definition of Company to include a specific corporation on a specific date
CS 80 71	07/08	Multi	Cornerstone CS 7100 09/06	Amend Definition of Subsidiary Endorsements	Optional	Amends the definition of subsidiary expanded 50% voting rights
XL 8384	07/08	Multi	All	Insurance Company Errors and Omissions Endorsement	Optional	Clarifies Ins Co E & O coverage intent and carves back SEC A side coverage
XL 8060	09/08	Multi	All	Rating Endorsement	Optional	Allows insured to cancel policy on a pro-rata basis if Co. rating is changed as described in the endorsement.

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RATE IMPACT FACTOR	REPLACE S FORM
N/A	N/A
	N/A
N/A	N/A